

B 27 (Official Form 27) (12/09)

UNITED STATES BANKRUPTCY COURT  
Middle District of Georgia

In re PEDRO JOSE BURGOS  
Debtor

Case No. 11-41301  
Chapter 7

REAFFIRMATION AGREEMENT COVER SHEET

This form must be completed in its entirety and filed, with the reaffirmation agreement attached, within the time set under Rule 4008. It may be filed by any party to the reaffirmation agreement.

1. Creditor's Name: MEA FEDERAL CREDIT UNION
2. Amount of the debt subject to this reaffirmation agreement:  
\$ 8,095.02 on the date of bankruptcy \$ 8,095.02 to be paid under reaffirmation agreement
3. Annual percentage rate of interest: 6.50 % prior to bankruptcy  
6.50 % under reaffirmation agreement ( ☒ Fixed Rate ☐ Adjustable Rate)
4. Repayment terms (if fixed rate): \$ 322.82 per month for 28 months
5. Collateral, if any, securing the debt: Current market value: \$ \_\_\_\_\_  
Description: 2008 Chevrolet Malibu
6. Does the creditor assert that the debt is nondischargeable? ☒ Yes ☐ No  
(If yes, attach a declaration setting forth the nature of the debt and basis for the contention that the debt is nondischargeable.)

Debtor's Schedule I and J Entries

- 7A. Total monthly income from \$ 1,500.00  
Schedule I, line 16
- 8A. Total monthly expenses \$ 979.00  
from Schedule J, line 18
- 9A. Total monthly payments on \$ 322.82  
reaffirmed debts not listed on  
Schedule J

Debtor's Income and Expenses  
as Stated on Reaffirmation Agreement

- 7B. Monthly income from all \$ 1,500.00  
sources after payroll deductions
- 8B. Monthly expenses \$ 979.00
- 9B. Total monthly payments on \$ 322.82  
reaffirmed debts not included in  
monthly expenses
- 10B. Net monthly income \$ 198.18  
(Subtract sum of lines 8B and 9B from  
line 7B. If total is less than zero, put the  
number in brackets.)

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11. Explain with specificity any difference between the income amounts (7A and 7B):

\_\_\_\_\_  
\_\_\_\_\_

12. Explain with specificity any difference between the expense amounts (8A and 8B):

\_\_\_\_\_  
\_\_\_\_\_

If line 11 or 12 is completed, the undersigned debtor, and joint debtor if applicable, certifies that any explanation contained on those lines is true and correct.

\_\_\_\_\_  
Signature of Debtor (only required if  
line 11 or 12 is completed)

\_\_\_\_\_  
Signature of Joint Debtor (if applicable, and only  
required if line 11 or 12 is completed)

### Other Information

☐ Check this box if the total on line 10B is less than zero. If that number is less than zero, a presumption of undue hardship arises (unless the creditor is a credit union) and you must explain with specificity the sources of funds available to the Debtor to make the monthly payments on the reaffirmed debt:

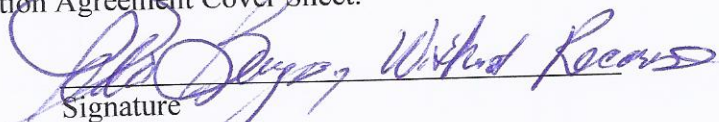
\_\_\_\_\_  
\_\_\_\_\_

Was debtor represented by counsel during the course of negotiating this reaffirmation agreement?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

If debtor was represented by counsel during the course of negotiating this reaffirmation agreement, has counsel executed a certification (affidavit or declaration) in support of the reaffirmation agreement?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

### FILER'S CERTIFICATION

I hereby certify that the attached agreement is a true and correct copy of the reaffirmation agreement between the parties identified on this Reaffirmation Agreement Cover Sheet.

  
Signature

\_\_\_\_\_  
Print/Type Name & Signer's Relation to Case

Check one.

☐ Presumption of Undue Hardship

☒ No Presumption of Undue Hardship

See Debtor's Statement in Support of Reaffirmation, Part II below, to determine which box to check.

## UNITED STATES BANKRUPTCY COURT

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Debtor

Case No. 11-41301

Chapter 7

### REAFFIRMATION DOCUMENTS

Name of Creditor: MEA FEDERAL CREDIT UNION

☒ Check this box if Creditor is a Credit Union

#### I. REAFFIRMATION AGREEMENT

Reaffirming a debt is a serious financial decision. Before entering into this Reaffirmation Agreement, you must review the important disclosures, instructions, and definitions found in Part V of this Reaffirmation Documents packet.

1. Brief description of the original agreement being reaffirmed: Auto Loan  
*For example, auto loan*

2. **AMOUNT REAFFIRMED:** \$ 8,095.02

The Amount Reaffirmed is the entire amount that you are agreeing to pay. This may include unpaid principal, interest, and fees and costs (if any) arising on or before the date you sign this Reaffirmation Agreement.

*See the definition of "Amount Reaffirmed" in Part V.C below.*

3. The **ANNUAL PERCENTAGE RATE** applicable to the Amount Reaffirmed is 6.50 %.

*See definition of "Annual Percentage Rate" in Part V.C below.*

This is a (check one) ☒ Fixed rate ☐ Variable rate

If the loan has a variable rate, the future interest rate may increase or decrease from the Annual Percentage Rate disclosed here.

4. Reaffirmation Agreement Repayment Terms:

☒ If fixed term, \$ 322.82 per month for 28 months starting on 07/15/2012.

☐ If not fixed term, describe repayment terms: \_\_\_\_\_.

5. Describe the collateral, if any, securing the debt:

Description: 2008 Chevrolet Malibu  
Current Market Value \$ 8,095.02

6. Did the debt that is being reaffirming arise from the purchase of the collateral described above?

☒ Yes ☐ No

If yes, what was the purchase price for the collateral? \$ 16,457.75  
If no, what was the amount of the original loan? \$ \_\_\_\_\_

7. Detail the changes made by this Reaffirmation Agreement to the most recent credit terms on the reaffirmed debt and any related agreement:

	Terms as of the Date of Bankruptcy	Terms After Reaffirmation
Balance due ( <i>including fees and costs</i> )	\$ <u>8,095.02</u>	\$ <u>8,095.02</u>
Annual Percentage Rate	<u>6.500 %</u>	<u>6.50 %</u>
Monthly Payment	\$ <u>322.82</u>	\$ <u>322.82</u>

8. ☐ Check this box if the creditor is agreeing to provide you with additional future credit in connection with this Reaffirmation Agreement. Describe the credit limit, the Annual Percentage Rate that applies to future credit and any other terms on future purchases and advances using such credit:

**II. DEBTOR'S STATEMENT IN SUPPORT  
OF REAFFIRMATION AGREEMENT**

1. Were you represented by an attorney during the course of negotiating this agreement?

Check one. ☐ Yes ☒ No

2. Is the creditor a credit union?

Check one. ☒ Yes ☐ No

3. If your answer to EITHER question 1. or 2. above is "No" complete a. and b. below.

a. My present monthly income and expenses are:

- |   |                    |
|---|--------------------|
| i. Monthly income from all sources after payroll deductions (take-home pay plus any other income) | \$ <u>1,500.00</u> |
| ii. Monthly expenses (including all reaffirmed debts except this one)                             | \$ <u>979.00</u>   |
| iii. Amount available to pay this reaffirmed debt (subtract ii. from i.)                          | \$ <u>521.00</u>   |
| iv. Amount of monthly payment required for this reaffirmed debt                                   | \$ <u>322.82</u>   |

*If the monthly payment on this reaffirmed debt (line iv.) is greater than the amount you have available to pay this reaffirmed debt (line iii.), you must check the box at the top of page one that says "Presumption of Undue Hardship." Otherwise, you must check the box at the top of page one that says "No Presumption of Undue Hardship."*

b. I believe this reaffirmation agreement will not impose an undue hardship on my dependents or on me because:

Check one of the two statements below, if applicable:

- ☒ I can afford to make the payments on the reaffirmed debt because my monthly income is greater than my monthly expenses even after I include in my expenses the monthly payments on all debts I am reaffirming, including this one.
- ☐ I can afford to make the payments on the reaffirmed debt even though my monthly income is less than my monthly expenses after I include in my expenses the monthly payments on all debts I am reaffirming, including this one, because:

Use an additional page if needed for a full explanation.

4. If your answers to BOTH questions 1. and 2. above were "Yes," check the following statement, if applicable:

- ☐ I believe this reaffirmation agreement is in my financial interest and I can afford to make the payments on the reaffirmed debt.

*Also, check the box at the top of page one that says "No Presumption of Undue Hardship."*

### III. CERTIFICATION BY DEBTOR(S) AND SIGNATURES OF PARTIES

I (We) hereby certify that:

- i. I (We) agree to reaffirm the debt described above.
- ii. Before signing this reaffirmation agreement, I (we) read the terms disclosed in this Reaffirmation Agreement (Part I) and the Disclosure Statement, Instructions and Definitions included in Part V below;
- iii. The Debtor's Statement in Support of Reaffirmation Agreement (Part II above) is true and complete;
- iv. I am (We are) entering into this agreement voluntarily and fully informed of my (our) rights and responsibilities; and
- v. I (We) have received a copy of this completed and signed Reaffirmation Documents packet.

SIGNATURE(S):

Date

8/6/12

Signature

[Signature]  
Debtor

Date

Signature

Joint Debtor, if any

If a joint reaffirmation agreement, both debtors must sign.

### Reaffirmation Agreement Terms Accepted by Creditor:

Creditor MEA FEDERAL CREDIT UNION

Print Name

6333 Whitesville Rd. Columbus GA 31904

Address

Deirdre Wise  
Print Name of Representative

[Signature]  
Signature

7/9/12  
Date

### IV. CERTIFICATION BY DEBTOR'S ATTORNEY (IF ANY)

To be filed only if the attorney represented the debtor during the course of negotiating this agreement.

I hereby certify that: (1) this agreement represents a fully informed and voluntary agreement by the debtor; (2) this agreement does not impose an undue hardship on the debtor or any dependent of the debtor; and (3) I have fully advised the debtor of the legal effect and consequences of this agreement and any default under this agreement.

☐ A presumption of undue hardship has been established with respect to this agreement. In my opinion, however, the debtor is able to make the required payment.

Check box, if the presumption of undue hardship box is checked on page 1 and the creditor is not a Credit Union.

Date

Signature of Debtor's Attorney

Print Name of Debtor's Attorney

B240B (Form B240B) (12/09)

# UNITED STATES BANKRUPTCY COURT

Middle District of Georgia

In re PEDRO JOSE BURGOS,  
*Debtor*

Case No. 11-41301

Chapter 7

## MOTION FOR APPROVAL OF REAFFIRMATION AGREEMENT

I (we), the debtor(s), affirm the following to be true and correct:

I am not represented by an attorney in connection with this reaffirmation agreement.

I believe this reaffirmation agreement is in my best interest based on the income and expenses I have disclosed in my Statement in Support of Reaffirmation Agreement, and because  
(provide any additional relevant reasons the court should consider):

Therefore, I ask the court for an order approving this reaffirmation agreement under the following provisions (*check all applicable boxes*):

☒ 11 U.S.C. § 524(c)(6) (debtor is not represented by an attorney during the course of the negotiation of the reaffirmation agreement)

☐ 11 U.S.C. § 524(m) (presumption of undue hardship has arisen because monthly expenses exceed monthly income, as explained in Part II of Form B240A, Reaffirmation Documents)

Signed: \_\_\_\_\_

(Debtor)

\_\_\_\_\_  
(Joint Debtor, if any)

Date: \_\_\_\_\_